

## EXHIBIT A

### 1. Scope of Work

CONTRACTOR shall:

- a. Provide comprehensive election ballot printing of Accu-Vote Ballots (Poll, Vote by Mail, Test, Duplicate, Supplemental, Provisional) with variable data to be printed on the ballot as specified by COUNTY.
- b. Prepare Permanent and Vote by Mail Ballot ("VBM") mailings. This includes: folding, addressing, presorting to minimize postage cost; inserting ballots, voter information guides, return envelopes and other election materials into outgoing envelopes; and delivering to the Goleta Post Office.
- c. Prepare Poll Ballots for precinct delivery, including: padding and stapling as specified, separately packaging for each polling precinct, and delivery to the COUNTY.
- d. Prepare and print Supplemental VBM Ballots, including scoring, folding and delivery to the COUNTY.
- e. Print ancillary materials, including: outgoing and return ballot envelopes, and other election materials, as needed, for insertion in outgoing Permanent, VBM, and Mail Ballot Precinct Ballots.
- f. Prepare Supplemental VBM mailings within the 29-day period before Election Day.
- g. Provide envelope-addressing software to COUNTY for VBM requests that prints envelopes using a Bryce/Secap 26K Addressing Printer that meets the requirements set forth by the United States Post Office to minimize postage costs. Software shall also print 3 of 9 barcodes in the appropriate location on return envelope to be scanned by ES&S VoteRemote machines.
- h. At COUNTY option, provide printing services of ES&S Automark Ballots for accessible voting device at the polls.
- i. Print election ballots in multiple languages - Currently COUNTY is only required to print ballots in English, but should a determination be made requiring COUNTY to provide ballots in languages other than English, CONTRACTOR will print ballots in multiple languages.

- j. Once election data has been received, provide COUNTY with a ballot order worksheet/program to populate ballot order numbers. Within prescribed timelines of receiving ballot order numbers, provide COUNTY with a PDF proof of the ballot order.

## **2. Requirements**

- a. Authorized Representatives. The COUNTY shall designate employees as authorized representatives who will be responsible for coordinating printing, approving proofs, providing authorization to print, and coordinating mailing and deliveries. The CONTRACTOR shall act only on instruction from one of these designated persons. The CONTRACTOR will likewise designate authorized representatives who will be responsible for coordinating printing and mailing under this Contract. All references to the COUNTY in this Contract include the County Clerk-Recorder and the designated authorized representatives.
- b. Access to the CONTRACTOR's Facility by COUNTY Employees. Representatives of the COUNTY will be given full access to the CONTRACTOR's premises at any time (day or night) when work is being performed for the COUNTY. If subcontracting is approved, the CONTRACTOR will inform the subcontractor of the access privileges of authorized COUNTY representatives. Space will also be made available on-site for COUNTY proofreaders, if required by the COUNTY.
- c. On-Site Inspection. The COUNTY may have an on-site inspector/expediter at the CONTRACTOR's printing and mailing facility for two to fifteen (2-15) days during production for each election. Travel and lodging expenses for COUNTY representatives will be the responsibility of the COUNTY.

## **3. Schedule**

- a. Prior to each election, the COUNTY and CONTRACTOR shall establish a calendar that sets forth deadlines for both COUNTY and CONTRACTOR performance. Performance ahead of schedule is desirable unless CONTRACTOR is given notice that it is not acceptable.

- b. Delays or extensions will only be granted with prior written approval from COUNTY. COUNTY reserves the right to set ballot type/precinct priorities for printing, packaging, delivery, and mailing to ensure timely processing.

**4. Delivery and Shipping**

- a. Voter Information Guide. COUNTY will have voter information guides and sample ballot booklets delivered to CONTRACTOR for insertion and/or addressing and mailing.
- b. Shipping. It is CONTRACTOR's responsibility to furnish all transportation required to meet the schedule in Section 3. CONTRACTOR shall ensure the security of ballots that is not less than security used by commercial bonded movers. To control costs, ballots are to be grouped into as few shipments as possible within the time frames agreed upon. Shipping costs are reimbursable by COUNTY. Shipping costs will be reimbursed at ground transport rates unless alternate shipping is pre-approved by COUNTY. COUNTY will not pay delivery charges for late materials or contractor-caused reprints.

**5. Typesetting, Composition and Proof Cycle**

- a. All activities will be performed according to scheduled established in section 3. Ballot proofs, as either single or multi-page PDF documents, shall be delivered by CONTRACTOR to COUNTY. COUNTY will verify proofs for accuracy and approve or disapprove in writing (email or FAX is acceptable). CONTRACTOR will resubmit revised proofs for approval. Delivery of proofs shall be at no cost to COUNTY.
  - i. COUNTY will review proofs and approve or disapprove each proof, in writing (email or fax is acceptable). CONTRACTOR will resubmit revised proofs or page proofs for approval. If minor alterations are required for approval of revised proofs or page proofs, they must be made at no cost to the COUNTY.
  - ii. COUNTY will assume responsibility for reproofing only the areas needing correction and will not reproof an entire page. The CONTRACTOR will assume responsibility for previously proofed

text. If changes are made to the variable data or if new images are provide by County, County shall assume responsibility for reproofing entire page.

iii. Upon approval of electronic proofs by COUNTY, CONTRACTOR will send hard-copy press-printed proofs per ballot type, as specified by COUNTY, for COUNTY to review and approve.

iv. CONTRACTOR shall not begin printing and deliveries of a ballot type until proofs have been approved by COUNTY in writing (email or FAX is acceptable).

v. All corrections that are necessary due to CONTRACTOR error, regardless of where in the cycle the error occurred, will be made at no cost to COUNTY.

- b. If COUNTY elects to utilize CONTRACTOR to print Automark ballots, ES&S will provide final ballot layout ready for printing. Automark ballots will be subject to the same authorization process as above.

## **6. Reprints and Additional Ballots**

- a. COUNTY may order reprinting and/or additional ballots at any time. COUNTY shall confirm orders for such printing, in writing (email or FAX is acceptable). The reprinting and delivery schedule of rejected or additional ballots shall be set by the COUNTY.
- b. Reprinting from a contractor-caused problem shall be solely at CONTRACTOR's cost, including delivery.
- c. Additional ballots or reprinting from a county-caused problem shall be invoiced at the price set forth in the bid. Extraordinary costs resulting from a county-caused problem shall be agreed to, in writing, prior to reprinting.
- d. CONTRACTOR shall keep all files until 30 days after the election to ensure availability if reruns are required.

## **7. Test Decks**

Test decks, as specified by COUNTY, are to be delivered to COUNTY following approval of ballot proofs.

**8. Readdressing and Re-mailing**

- a. Readdressing and re-mailing of a portion of the ballots (such as a specific ballot type/precinct, or a specific political party within a ballot type/precinct that were reprinted due to change or error) may be ordered by the COUNTY at any time. CONTRACTOR shall begin addressing and mailing within agreed-to timelines. Orders for such services shall be confirmed, in writing (email or FAX is acceptable), by COUNTY.
- b. Readdressing and re-mailing from a contractor-caused problem shall be solely at CONTRACTOR's cost, including delivery and postage.
- c. Readdressing and re-mailing from a county-caused problem shall be invoiced separately at the price set forth in the Exhibit B; extraordinary costs resulting from a county-caused problem shall be agreed to, in writing (email or FAX is acceptable), prior to readdressing and re-mailing.

**9. Authorized Delay**

Under unusual circumstances, such as, but not limited to, a court injunction, it may become necessary for COUNTY to request CONTRACTOR to delay or stop printing certain materials. Such request may be made by telephone by an authorized representative of COUNTY and confirmed, in writing (email or FAX is acceptable), as soon as possible. In the event of an authorized delay, COUNTY shall notify CONTRACTOR of a revised schedule.

**10. Stock**

- a. It shall be CONTRACTOR's responsibility to acquire, in a timely manner, paper stock of the type, size, weight, and colors specified to meet requirements of the State of California Elections Code, the Secretary of State, COUNTY, and specifications and requirements for reading by the Dominion AccuVote-OS reader and if selected, the ES&S Automark.
- b. Sample of stock printed as test ballots to be furnished by CONTRACTOR for approval by COUNTY. CONTRACTOR shall notify COUNTY, in writing, prior to changing paper stock. No change in paper stock during the printing for an election will be permitted unless agreed to by COUNTY.

**11. Storage**

CONTRACTOR shall securely store all election and ballot material prior to processing. CONTRACTOR will receive and store materials supplied by COUNTY for agreed upon time period prior to the election for insertion with Permanent and VBM Ballots, at no cost to the COUNTY. Security shall be provided commensurate with that used by commercial bonded storage facilities.

**12. Quantities**

- a. COUNTY will specify ballot quantities, in writing, at the time of or before authorization to print using a CONTRACTOR supplied worksheet/program.
- b. Ballot types/precincts and quantities, shall be determined by COUNTY pursuant to the schedule established in Section 3.

**13. Quantity Received**

Quantities delivered must be the same as quantities ordered. No underruns or overruns shall be allowed.

**14. Acceptance**

CONTRACTOR must provide a packing slip detailing the specific quantities shipped, including the quantity of pallets and boxes. CONTRACTOR must replace all quantities rejected at no cost to the COUNTY, including delivery. Replacement and delivery shall begin no later than specified in the schedule established in Section 3. Quality control is the responsibility of CONTRACTOR.

**15. Barcoding Mail Packages**

Contractor will barcode all address whenever possible. Contractor will be responsible for barcode updating of the registered voters address file and will be CASS certified and using postal service approved software..

**16. Billing**

To assist COUNTY in tracking and revenue claiming, CONTRACTOR will separate costs for VBM Ballots, Polls, Test and Duplicate ballots. Quantities invoiced must be the same as quantities ordered and delivered. Invoices must be submitted no later than 30 days following delivery/ mailing or 10 days following the election, whichever is earlier. (Note: Per the terms and conditions of the contract, payment is net 30 days from approval of invoice.)

**17. Unanticipated Elections**

The contract will cover any scheduled and unscheduled elections for the 2012, 2013 and 2014 calendar years. Unanticipated elections may include special, recall, incorporation, municipal, and district elections.

**18. Specifications**

a. All ballots must meet the:

- i. Requirements of Federal Election law, the California Elections Code, the California Secretary of State, and COUNTY.
- ii. Specifications and requirements for reading by the Dominion AccuVote-OS reader or other ballot tabulation system in use by COUNTY.
- iii. Specifications and requirements for reading by the ES&S Automark Ballot Marking Device.

**19. Size**

All ballots must be 8½" x 11", 8½" x 14", or 8½" x 19", at COUNTY's option, to be specified at time of initial order for each election. Placement and format of tear-off stub shall be specified at time of initial order for each election.

**20. Printing**

All ballots must be in black and red ink, printed on both sides. In a partisan election, multiple colored ballot headers are used and must be watermarked and screen tinted to match specified ballot colors.

**21. Duplexing**

Ballots are to be printed on both sides. Automated duplexing is preferred to ensure proper matching. If CONTRACTOR does not utilize automated duplexing, COUNTY must be notified of and approve the quality control measures in place to ensure correct matching of front and back images prior to commencement of printing.

**22. Scoring and Padding**

- a. CONTRACTOR shall score and fold for insertion in a 5⅞" x 9½" envelope Permanent VBM and Supplemental VBM Ballots, with the information at the top of the ballot facing out.

- b. CONTRACTOR shall ensure that Poll Ballots are padded in groups (typically in increments of 5, 10, 25, and 50) and stapled as specified by COUNTY, prior to each election.

**23. Inserting & Mailing**

- a. Mailing. The COUNTY will send an electronic voter file to the CONTRACTOR following the 60-day close of registration and a supplemental file 35 days before the election, all to be mailed 29 days before the election. Permanent and declared VBM voters will be designated on the file. At County option, CONTRACTOR will prepare and mail VBM ballot packet to voters during the VBM period from E-29 to E-7.
- b. Inserting. CONTRACTOR shall fold and insert in 5<sup>7</sup>/<sub>8</sub>" x 9<sup>1</sup>/<sub>2</sub>" envelopes supplied by COUNTY (or printed by CONTRACTOR at COUNTY option) Permanent and VBM Ballots. Insertion to include a return envelope, a voter information guide (supplied by COUNTY), and other material if supplied by COUNTY.
- c. Addressing. Format and content of information to be printed on the envelope will be approved by COUNTY prior to printing any envelopes. Addressing on return envelopes at COUNTY's' office must be through an electronic interface or program provided by CONTRACTOR that prints envelopes using a Bryce/Secap 26K Addressing Printer. Envelope printing file must be carrier route presorted and meet the requirements set forth by the United States Post Office to minimize postage costs to COUNTY as well as 3 of 9 barcodes in the appropriate location on return envelope to be scanned. Software must at a minimum sort and group the envelopes by party, precinct and ballot style. Software must print a CASS mailing report for delivery to the post office.
- d. Presorting. CONTRACTOR shall barcode Permanent and VBM Ballots using postal service approved software to minimize mailing costs.
- e. Mailing. CONTRACTOR shall deliver Ballots to the USPS Distribution Center in Goleta, California, 29 calendar days prior to the election. Goleta Post Office deliveries are the responsibility of CONTRACTOR.

Costs of shipping to the Goleta Post Office are reimbursable by the County. Shipping costs will be reimbursed at ground transport rates unless alternate shipping is pre-approved by COUNTY. Subsequent VBM mailings will be delivered to the USPS Post Office in Fresno, CA.

- f. Return Voted Ballots. Processing of the pre-printed information on the returned VBM Ballot envelopes must be compatible with COUNTY's electronic equipment used to process returned envelopes (including a 3 of 9 barcode). Currently, the ES&S VoteRemote machines are used.

#### **24. Packaging**

- a. Poll Ballots and Supplemental VBM Ballots shall be boxed separately.
- b. VBM Ballots shall be in one or more boxes appropriate to the size of the ballot, with no more than the agreed upon number of ballots per box. All boxes will be sealed in a fashion so as to determine if the seal has been tampered with during shipping. All boxes will be labeled on the outside with the precinct and serial numbers (e.g., From – To). If these boxes are shipped in another carton, that carton is to be sealed, as above, and labeled with the precinct number of the boxes contained therein. VBM Ballots shall be placed in pallets and delivered in order specified by County
- c. Poll Ballots for each polling precinct shall be boxed together, including all languages and parties, in as few boxes as possible. Only one polling precinct shall be included in a single box; ballots from different polling precincts shall not be boxed together. Poll Ballots shall be placed in pallets and delivered in polling precinct sequential order or other order specified by COUNTY.
- d. Supplemental VBM Ballots shall be packaged according to COUNTY specifications for each specific election. Supplemental VBM Ballots shall be placed in pallets and delivered in the order specified by COUNTY.

#### **25. Delivery**

- a. Ground transportation should be considered the normal method of delivery. If the CONTRACTOR chooses to ship via air transportation

either as a matter of choice or in order to meet delivery deadlines, it shall be at no additional cost to the COUNTY.

- b. In the event of an emergency supplemental sample ballot order, or if it is determined that the COUNTY is responsible for a delay that would cause the CONTRACTOR to be unable to meet delivery deadlines by normal ground transportation, the COUNTY or an authorized representative may authorize the use of air transportation. Charges for such air transportation will reflect the difference between ground shipment and airfreight charges incurred. Such authorization will be by phone and confirmed in writing within seven days.
- c. Deliveries to the COUNTY shall be between 8 a.m. and 5 p.m. on weekdays unless scheduled otherwise. It is the CONTRACTOR's responsibility to furnish all transportation required to meet the schedule in Section 3.
- d. Poll Ballots shall be delivered to COUNTY's warehouse located at County Clerk-Recorder, Building 1200, 1475 Kansas Avenue, San Luis Obispo, CA 93405. Test, VBM, and Supplemental VBM Ballots are to be delivered to County Clerk-Recorder, 1055 Monterey Street D-120, San Luis Obispo, CA 93408 for inside delivery. In either case, boxes are to be clearly labeled. Deliveries made to the same location may be combined. Delivery to COUNTY shall comply with the schedule in Section 3. CONTRACTOR shall provide security of ballots that is not less than those used by commercial bonded movers.
- e. All Poll Ballots within a polling precinct will be included in a single shipment.
- f. All Supplemental VBM Ballots within a precinct will be included in a single shipment.

**26. Ancillary Printing**

COUNTY reserves the right to have ancillary items, not specified in this scope of work, printed on an item-by-item basis. COUNTY reserves the right to obtain these materials from an alternate source regardless of contract award.

- a. VBM Envelopes

- i. COUNTY may supply outgoing and return envelopes for Permanent and VBM Ballots, or may have them produced by CONTRACTOR.
  - ii. Permanent and VBM Ballots shall be mailed in 5<sup>7</sup>/<sub>8</sub>" x 9<sup>1</sup>/<sub>2</sub>" envelopes, and include 5<sup>5</sup>/<sub>8</sub>" x 9" return envelopes. Both outgoing and return envelopes shall be printed on both sides, with text colors of black and red and envelope colors as agreed upon prior to printing.
- b. Other Election Material
- i. COUNTY has a prior contract for Voter Information Guides (VIG). The vendor for that contract will arrange shipment of VIGs to CONTRACTOR prior to inserting of VBM ballot packets and addressing. Coordination between CONTRACTOR and the VIG vendor is critical.
  - ii. Additional inserts for inclusion in Permanent and VBM Ballot mailings may be required and may be produced by CONTRACTOR at COUNTY's direction.